

ORIGINAL

BROKEN BOW GAS, a Division of Energy West, Inc.

RATE SCHEDULE GS-1 - GENERAL PROPANE GAS SERVICE

I. Availability

Available to all customers within the corporations' certificated service area where facilities of adequate capacity and suitable pressure are adjacent to the point of delivery.

II. Applicability

Applicable to all propane gas service supplied through one point of delivery and measured through one meter. Not applicable to negotiated contracts, temporary, standby, supplementary or resale service.

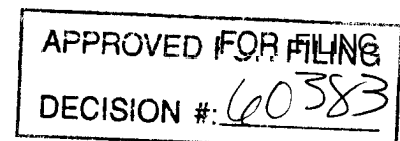
III. Rates

Monthly Service Charge	\$5.00
Commodity Rate - Per Therm for propane gas supplied during the monthly billing period	\$1.1915

The commodity rate specified in this tariff is the approved maximum rate which may be charged. The actual commodity rate in effect is determined by application of a discount to the maximum commodity rates specified. The corporation shall keep on file with the Arizona Corporation Commission ("ACC") an Effective Rate Sheet showing the current discount and the resulting current effective rate. The current effective rate may be changed by filing a revised Effective Rate Sheet with the ACC on 15 days' advance notice provided that the discount is within the range of 0 - 25%.

IV. Purchased Gas Adjustment

The base cost of propane gas is \$0.6248 per therm. Pursuant to the corporations' gas adjustment procedure and on order of the Commission, it may from time to time flow through to customers increases or decreases in this cost.



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V. Tax Adjustments and Reaulatory Assessments

Total monthly sales for gas service are subject to adjustment for all federal, state and local governments taxes or levies on such sales and any assessments that are or may be imposed by regulatory agencies on utility gross revenues.

VI. Conditions of Service

The terms and conditions for the provision of service to the customer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.

VII. Effective Date

This rate schedule is effective for all service for and after the October, 1997 billing period, as authorized by the ACC in Decision No. 60383 dated August 29, 1997.

APPROVED FOR FILING
DECISION #: 60383

BROKEN BOW GAS, a Division of Energy West, Inc.

RATE SCHEDULE GS-1

Initial Effective Rate Sheet

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Maximum
Commodity Rate
\$1.1915 per therm

Current
Percentage Discount
0 %

Current
Effective Rate
\$1.1915/therm

This Effective Rate Sheet is effective for all service for and after the October, 1997 billing period until changed by the filing of a revised Effective Rate Sheet, as provided in the company's Rate Schedule GS-1 .

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APPROVED FOR FILING
DECISION #: 60383

BROKEN BOW GAS COMPANY -

ORIGINAL

RATE SCHEDULE

LARGE VOLUME GAS CONTRACT SERVICE (LVGC)

AVAILABILITY BY contract, in all territory served by Company at points where facilities of adequate capacity and suitable pressure are adjacent to the premises serviced.

APPLICATION To all propane gas service required, except residential service. Not applicable to temporary, breakdown, standby, supplementary or resale service.

MONTHLY BILL

Rate Negotiated \$/therm.
Minimum charge per therm will be equivalent to the marginal cost of gas, plus a \$/therm charge equal to the previous year's average fixed charge per customer.

Minimum 4,000 therms per contract year.

Adjustments

1. Subject to adjustments based on the cost to Broken Bow Gas for any changes in the price of gas purchased from the price in effect at the time the contract is signed.
2. Plus the applicable proportionate part of taxes or governmental impositions which are or may be assessed on the basis of the gross revenue from the gas or services sold and/or the volume of gas purchased for sale and/or sold hereunder.

"THERM" DEFINED That amount of gas having a heating value of 100,000 BTUs (British Thermal Units).

CONTRACT PERIOD Automatically renewable one (1) year periods.

TERMS AND CONDITIONS Subject to the Company's rules and regulations relating to gas service.

EFFECTIVE For and after the October, 1997 billing period

BROKEN BOW GAS, a Division of Energy West, Inc.

RATE SCHEDULE PGA - PURCHASED GAS ADJUSTOR

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I. Applicability

Applicable to all therm sales of propane gas provided to all customers within the corporation's certificated area.

II. Gas Adjustment Procedure

The corporation may increase or decrease customer's bills due to variances in the cost of propane gas from the base cost of propane gas included in its rate schedules. All such increases or decreases must be reflected in a revised Rate Schedule PGA filed with the Arizona Corporation Commission ("ACC") as approved by the ACC. The base cost of gas in current rates is \$0.6248 per therm as authorized by the ACC in Decision No. 60383 dated August 29, 1997.

III. Purchased Gas Adjustor

Purchased Gas Adjustment - Per therm for all gas \$0.00'

IV. Effective Date

This rate schedule is effective for all service for and after The October, 1997 billing period, as authorized by the ACC in Decision No. 60383 dated August 29, 1997.

¹ However, a surcharge of \$0.0611 per therm is in effect for usage until the under-collected balance of \$147,968 has been collected as authorized in Decision No. 60383.

APPROVED FOR FILING DECISION # <u>60383</u>
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Energy West Inc.
Energy West - Arizona Division

Attachment 2.0
Sheet No. 1.1

SPECIAL RATE RIDER
PURCHASED GAS ADJUSTMENT (PGA) TO RATES
RATE RIDER NO. 1.1

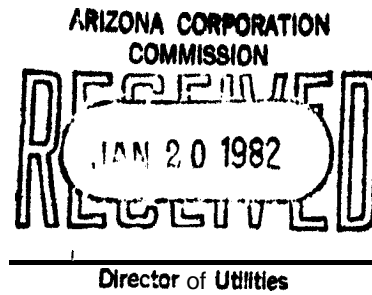
APPLICABILITY.

Applicable to all utility therm sales within the company's certificated area.

Month / Date	Rate Schedule	Effective Date	PGA This Period A	PGA Last Period B	Change = A - B	Surcharge
January-01	All	1/1/01	\$0.0451	\$0.0000	\$0.0451	\$0.0000
February-01	All	2/1/01	\$0.1080	\$0.0451	\$0.0629	\$0.1080
March-01	All	3/1/01	\$0.1245	\$0.1080	\$0.0165	\$0.1080
April-01	All	4/1/01	\$0.1245	\$0.1245	\$0.0000	\$0.1080
May-01	All	5/1/01	\$0.1366	\$0.1245	\$0.0121	\$0.1080
June-01	All	6/1/01	\$0.1366	\$0.1366	\$0.0000	\$0.1080
July-01	All	7/1/01	\$0.1366	\$0.1366	\$0.0000	\$0.0000
August-01	All	8/1/01	\$0.1779	\$0.1366	\$0.0413	\$0.0000
September-01	All	9/1/01	\$0.1811	\$0.1779	\$0.0032	\$0.0000
October-01	All	10/1/01	\$0.1860	\$0.1811	\$0.0049	\$0.0000
November-01	All	11/1/01	\$0.1864	\$0.1860	\$0.0004	\$0.0000
December-01	All	12/1/01	\$0.1958	\$0.1864	\$0.0094	\$0.0000
January-02	All	1/1/02	\$0.1972	\$0.1958	\$0.0014	\$0.0000
February-02	All	2/1/02	\$0.2058	\$0.1972	\$0.0086	\$0.0000
March-02	All	3/1/02	\$0.2139	\$0.2058	\$0.0081	\$0.0000
April-02	All	4/1/02	\$0.2182	\$0.2139	\$0.0043	\$0.0000

Effective Date: _____ Authority: Arizona Corporation Commission
Issued by Douglas R. Mann, Vice President and General Manager

APPROVED FOR FILING
DECISION #: 62994



BROKEN BOW GAS COMPANY
Gila County, Arizona

**RULES AND REGULATIONS RELATING
TO GAS SERVICE IN THE
CERTIFICATED AREAS GRANTED BY THE
ARIZONA CORPORATION COMMISSION**

INTRODUCTION

The policies outlined herein are to meet current, normal operating conditions and circumstances and are subject to change after such revision(s) or additions have received the approval of the Arizona Corporation Commission.

SECTION NO. 1

AVAILABILITY

- (a) Service is available to customers located within the Company's certificated area wherein such customers may be served from existing facilities, subject to the conditions of service relating to Company's established rates and charges and the proximity of Company's distribution facilities to customer's premises,
- (b) Where customer(s) cannot be served directly from Company's existing facilities, Company will extend its distribution mains and service lines under the conditions set forth in the Company's Main Extension Policy recited herein.

SECTION NO. 2

INAUGURATING SERVICE

- (a) When gas service is inaugurated to New Customers, a service establishment fee of \$10.00 will be charged and will be included in the Customers' first monthly billing.
- (b) Before any person shall be entitled to receive service under Company's General Service Rate Schedule GS-1, such person must sign Company's standard application for gas service and deposit with the Company the customary security as hereafter provided in Section No. 3.

SECTION NO. 3

SECURITY DEPOSIT

- (a) The Company may, in its discretion, require a security deposit prior to inaugurating service.
- (b) The amount of security deposit is $1\frac{1}{2}$ times the estimated average bill.
- (c) Accounts of customers who have deposits with Company will be reviewed after two year's service and should customer's paying habits be satisfactory, the deposit may be refunded.
- (d) The Company shall be entitled to apply customer's security deposit, together with any unpaid interest accrued thereon, to any indebtedness owed the Company, and when it has been applied to such indebtedness, the consumer's gas service may be discontinued until all the delinquent balance of the account is paid and an adequate deposit is again made with Company by customer. No interest will accrue on any deposit after discontinuance of the service to which it relates.
- (e) The Company will issue to each customer from whom a security deposit has been received a non-assignable receipt therefor.
- (f) Should customer be unable to produce his original security deposit receipt when applying for return of his deposit, or any part to which he is entitled, a substitute security deposit receipt will be furnished by the Company.
- (g) Interest, computed at the rate of 6% per annum will be paid by Company upon each such deposit for the time the deposit was held and customer was being served by the Company, except that no interest will be paid on deposits held by the Company for less than **15** consecutive days.

Payment of interest on customer's security deposits during first quarter of each calendar year will commence in the year 1969 and shall be paid, at Company's option, either by check or by credit on customer's monthly bill, and each such payment shall cover all interest accrued up to the end of the immediate preceding year.

SECTION NO. 5

GENERAL CONDITIONS OF GAS SERVICE

- (a) **Metering and Basis of Measurement:** All gas delivered by Company shall be measured through a meter of standard type which is to be installed and maintained at the expense of Company.

For the purpose of billing customer(s) the unit of measurement shall be 100,000 BTU or a Therm of gas at the pressure at which it is measured, except when such gas is measured at a gauge pressure in excess of 11 inches of water column. The volume of gas measured at a gauge pressure in excess of 11 inches of water column shall be adjusted by computation in accordance with Boyle's Law, to the volume that it would occupy at a gauge pressure of 11 inches of water column. In such computations a value of 14.737 pounds per square inch shall be used for normal atmospheric pressure and a value of 60 degrees Fahrenheit shall be used for the base and flowing temperature of the gas.

- (b) **Location of Meters:** The consumer shall furnish and maintain a suitable location on his premises for Company's service line, meter, service cock, regulator and other appurtenant fittings, which location shall be on the consumer's premises and as near as practicable to the point where the consumer's house piping begins, and where it will be accessible at all times to the Company's representatives for inspection, reading and testing of meter and regulator.

All meter and regulator installations shall be located where they will not be damaged and where such equipment will be adequately ventilated. The customer shall not permit anyone other than authorized Gas Company employees to adjust, repair, connect, disconnect or in any way change the meter or other Company owned equipment for use in serving his premises.

- (c) **Right of Ingress and Egress:** Customer, without charge, shall grant to Company, to the extent necessary, the right to enter upon premises owned or leased by customer (or over which customer has obtained a right of way) for the purpose of installing, maintaining, inspecting, repairing, replacing and/or relocating any service pipe, meters, regulators and appurtenant equipment necessary for the Company to provide a safe and adequate customer service, and the right of ingress and egress to and from such premises at all reasonable times, with the right to remove its facilities at the expiration or termination of service agreement.

- (d) **Continuity of Service:** The Company shall exercise due diligence in maintaining delivery of gas but does not guarantee an uninterrupted delivery. Company shall not be held liable in damages or otherwise for any interruption or failure, in whole or in part, in gas delivery; nor shall Company be liable for damages to persons and/or property due to or on account of any leakage or escape of gas or in any manner connected with the transportation or handling thereof beyond point of delivery to customer, which point is understood to be at Company owned meter.

- (e) **Meter Readings:** All meters shall be read as nearly as may be practicable, on the same day of each calendar month, provided however, the Company reserves the right to read meters every two months. The reading of such meters shall be conclusive both with respect to the Company and the customer, as to quantities of gas delivered to the customer, with the following exceptions:

- (1) When Company's meter is found to be inaccurate, nonregistering or index has been obliterated beyond reading then appropriate determination of the gas delivered shall be made in accordance with the procedures set out in Section 5, Article (i).

SECTION NO. 4

CHARGES FOR SPECIAL SERVICE

- (a) **Seasonal-Discontinuance:** When service is discontinued and later restored for the same customer at the same premises within a period of twelve months from date upon which it was discontinued at customer's request, a charge of \$10.00 shall be made for such reconnection. This charge will appear on a subsequent monthly bill,
- (b) **Non-Payment-Discontinuance:** When satisfactory arrangements have been made by a customer after service has been discontinued because of non-payment, service will be restored upon payment in advance of a reconnection charge.
- (c) **Exceptions:**
 - (1) The above charges are not to be made to Churches, Public Schools, and Governmental buildings supported by City, County, State or Federal Funds, or in cases where the customer's service had been interrupted by some catastrophe beyond his control.
 - (2) A Contractor in the process of building new houses for sale to the general public or a housing project for the Federal Government will on occasion require gas service to complete construction, particularly the interior of a building. There will also be occasions where gas service is required during the period of a new dwelling is on display which is in the process of being sold. In such instances a Contractor or Developer shall not be required to pay this charge, so long as service is discontinued in his name after the house has been completed or sold.
- (d) **Special Meter Reading Service:** When a customer requests the Company to read a meter at any time other than the regular reading date, a charge of \$5.00 may be made. In the event the meter is found to have been over-read or there is a leak on the outlet of the meter, no charge will be made in those instances.
- (e) **Testing Meters at Customer's Request:** When a customer requests his meter be tested for accuracy and it is found that the meter is within 3% fast or slow, based on the average of check and open flow test method, no billing adjustment shall be made and the customer shall be charged for this special service at the COMPANY'S HOURLY RATES THEN IN EFFECT with a one hour minimum charge. In the event meter is found to test more than 3% fast or slow, on the basis as stated above, no charge will be made for the testing and customer will receive a billing adjustment based on the corrected consumption determined under the procedures set forth in Section 5, Article (i).
- (f) **Appliance and Other Miscellaneous Service:** Between the hours of 8 a.m. and 5 p.m. Monday through Friday, upon request, Company will provide to residential and commercial customers free burner adjustment service on all ordinary gas appliances.
- (g) When customer requests that the Company meter and regulator be relocated at the same address due to new building additions, remodeling or other reasons, the COMPANY'S HOURLY RATES THEN IN EFFECT shall apply.
- (h) The Company shall relight pilots which have been accidentally extinguished at no charge. Relighting of pilots which have been intentionally turned off by customer or upon his request will be done by the Company AT ITS HOURLY RATES THEN IN EFFECT.
- (i) Any other special services not heretofore mentioned shall be charged for at the rates shown in Section 4, Article (g).

(f) **Rate Application and Rendition of Bills:** Customers receiving gas service from the distribution facilities of the Company within its certificated area, shall be rendered bills at the approved rates applicable to the following classifications of service:

- (1) **General Service Schedule-I:** Shall be available to residential, commercial and all other classes of customers not specifically mentioned, and under further conditions set out in Section 2, Article (b).
- (2) **Limits of Use:** All gas delivered to any customer is for the sole use of such customer on the customer's premises only, and such gas shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company.
- (3) **Tax Additions:** The applicable proportionate part of any taxes or governmental impositions which are assessed on the basis of the gross revenues of the Company and for the price of or revenue from the gas or service sold and for the volume of gas purchased for sale or sold by Company, shall be added to Company's authorized rates concurrently in effect.
- (4) **Application of Increased Cost:** The Company's current rates are subject to increase or decrease in each Therm by the amount of any increase(s) or decrease(s) subsequent to Dec. 1, 1968 in the price per unit of measurement paid by the Company for gas purchased, with correction being made for volume on an appropriate measurement basis.
- (5) The billing of all customers shall be completed as promptly as practicable following the Company's established monthly meter reading date, but not to exceed a period of more than five (5) days. Customers shall be allowed ten (10) days following the date bills are rendered to pay the net amount, thereafter the account becomes delinquent.

(g) **Discontinuance of Service:** When a customer fails to pay his account within ten days following the due date, the Company shall give customer four days written notice that if account is not paid in full within the grace period, it will be necessary for Company to apply customer's security deposit and accrued interest, if any, to his account.

Should the amount of customer's security deposit and accrued interest not be sufficient to cover total amount due Company, then service will be discontinued. Following such action, if the customer desires to resume gas service it will be necessary for him to pay Company the balance of his unpaid account in addition to a \$10.00 reconnection charge and to deposit $1\frac{1}{2}$ times the estimated average bill as security with the Company before service will be resumed.

(h) The Company shall have the right to discontinue service at any time without advance notice to customer for any of the following reasons:

- (1) Presence of an unsafe condition found on Consumer's premises.
- (2) Destruction, damaging or tampering with the Company's property on the Consumer's premises.
- (3) Refusal at any reasonable time to grant an authorized representative of the Company access to the Consumer's premises for any lawful purpose.
- (4) Use, sale or delivery of gas in violation of the terms of Consumer's service agreement, contract or these rules and regulations or any applicable law or ordinance.

- (i) **Meter Testing and Billing Adjustments:** All gas to be delivered by Company shall be measured at point of delivery by meters of a standard type and are to be installed and maintained by and at the expense of Company.

Customer shall have access to such meter(s) at all reasonable times, together with the right to witness tests and inspection of said meter(s) and to have a representative present at the readings of meter(s).

In the event customer should install meter(s) to check Company's meter(s), then Company shall have the same rights of access to and inspection of customer's check meter(s) as customer enjoys with reference to Company's meters.

Company's meters shall be tested in the presence of a representative of customer, should customer so desire.

Any meter found upon test to register within three percent (3%) of the accuracy, whether slow or fast, shall be deemed to be correct. If a meter is found to register more than three percent (3%), slow or fast, then for the period between the discovery of the inaccuracy and the last previous test the reading of such meter shall be corrected by increasing or decreasing the volume of gas, as the case may be, by an amount equal to the difference between the total inaccuracy and three percent (3%).

In no event shall an adjustment for inaccuracy extend over a period longer than six months.

In the event Company's meter index should be damaged to the extent that it could not be read or meter should become inoperative with meter valves open, the quantity of gas delivered during such period shall be determined by one of the following methods applicable:

- (1) By computing the deliveries from the registration of customer's check meter, should customer have a corresponding meter installed and accurately registering;
 - (2) By estimating the quantity delivered upon the basis of deliveries during preceding billing period under similar conditions when the meter was registering accurately.
- (j) **Adjustment Due to Leakage on Customer's Lines:** No adjustment shall be made and the Company shall not be liable for any leakage beyond the point of delivery.

- (k) **Disputed Bills:** In the event a customer questions the amount of any bill for service rendered by the Company, the proper remedy for such customer to prevent disconnection for non-payment of his bill shall be to pay the disputed account under protest to the Company. The Company shall promptly make a thorough investigation of the disputed account. If the account is found in error, the Company shall promptly correct same and render a corrected bill to the customer, together with any refund to which the customer is entitled.
- (l) **Change of Occupancy:** When a customer moves from any premises supplied by the Company with gas service, notice thereof shall be given at the office of the Gas Company prior to the date of such change, by the outgoing party, who will be held responsible for all service supplied to the premises until such notice is received, and final meter reading made.
- (m) **Manner of Serving Notice:** Notice by Company or customer may be given by or to an authorized representative of the Company or by letter or postcard deposited in the United States Mail with postage prepaid. The notice shall be considered given when deposited in the United States mail, postage prepaid.

SECTION NO. 6

RESPONSIBILITY FOR GAS EQUIPMENT

- (a) The Company shall be responsible for the safe conduct and handling of the gas until it passes the point of delivery specified in Section 5 of these regulations. Except as stated herein, the entire responsibility for the safe conduct, handling and utilization of the gas after it passes the point of delivery shall be that of the consumer. In case of loss or damage to the Company's property from the acts of negligence of the consumer, the consumer shall indemnify the Company for the cost of repairing, or replacing such property.
- (b) Although the Company assumes no responsibility for the safe upkeep or operating conditions of any consumer's service line downstream of the point of delivery or of his house piping, fixtures or appliances, the Company may refuse to turn on the gas to any consumer's premises until all the consumer's pipes, and appliances have been tested and found to be tight, safe and free from leaks and in good, safe operating condition. Such proof, if requested by the Company, shall be in the form of a certificate executed by a licensed plumber or by the local municipal gas inspector, certifying that such pipes and appliances have been tested and found to be tight, safe, free from leaks and ready for use. After the gas has been turned on the Company may also, though it shall not be obligated to do so, test the consumer's pipes and appliances for leakage at any reasonable hour. Whenever leakage is found in any such test, the Company reserves the right to refuse or discontinue service until such leakage is properly corrected.

- (c) Immediate notice shall be given to the Company by the Consumer of any gas escaping on the Consumer's premises. Under no circumstances shall the Company be charged with constructive notice of defects in piping, equipment and/or appliances (other than the meter, service cock, regulator and other facilities installed by the Company) from the point of delivery specified in Section 5 of these regulations. Upon receipt of notice of escaping gas, the Company **shall**, as promptly as may be feasible under the circumstances, send one of its representatives to investigate the matter. If the leakage is found to be caused by one of the **Company's facilities**, the Company shall have the right to temporarily discontinue service until the leakage can be corrected. In the event the leakage is found to be caused by facilities for the upkeep of which the consumer is responsible, the Company shall have the right to discontinue service until such time as the leakage is corrected through proper changes, adjustments and/or repairs.

SECTION NO. 7

CONDITIONS GOVERNING EXTENSIONS OF GAS MAINS AND SERVICE LINES (EXTENSION POLICY)

Subject to availability of adequate capacity and suitable pressure at the point of beginning of measurement of the extension the Company will extend its distribution facilities as provided hereafter in this Section.

(a) Free Main and Service Line Extension-Footage Basis.

The following maximum amount of free main and service line extension shall be allowed for the purpose of providing gas service to NEW permanent residential and/or commercial consumers served on the Company's General Service Rate.

Charges made to customers for any excess footage on service lines may be included in the Company's standard form "LINE EXTENSION AGREEMENT," however such amounts are nonrefundable and **shall** not at any time be included in the following described methods of calculating refunds for new customers added.

- (1) One hundred fifty (150) feet of main line and 75 feet of service line for each new permanent customer, plus footage across all intersecting dedicated streets, alleys and public ways.

If the main extension is to serve consumer(s) having installed gas operated air conditioning equipment, an additional 25 feet of MAIN LINE will be allowed for each ton of refrigeration installed by such customer(s).

An additional fifty (50) feet of service line will be allowed for any customer with two (2) other major gas appliances who installs a swimming pool heater. Gas lighting customers will be allowed an additional 20 feet of free service line.

- (2) In any instance where the Company is able to reduce its cost by participating in a community ditch program with another utility, the amount of the free main extension shall equal, and not exceed the normal cost of installing one hundred (150) feet of main by the Company.
- (3) The free footage allowances shown above are limited to pipe sizes of **3-inch and smaller**.
- (4) Proposed extensions to serve larger than average customer(s) **shall** be considered on a revenue basis as hereafter provided in (b).

- (5) A reduction of the footage allowances shown above may be made by the Company under the following circumstances:
- (a) Where service is to a residence of less than normal size, with one to three rooms, small filling stations, etc., where gas consumption would be too limited to support a prudent investment.
 - (b) Where extension is to be installed in casing under highway pavement.
 - (c) Where extension is to be installed across private property involving the purchase of right-of-way.
- (6) Measurements in all cases must be along the route of construction required but no free distance will be permitted beyond the shortest route to the nearest practical point of delivery on each customer's premises as determined by Company.

In addition to the free distance mentioned above, the distances necessary to cross public streets, roadways, or highways, except that across state or federal highways. In the event that facilities are required to cross state or federal highways in order to serve customers, a special study by the Company will be necessary to determine the basis on which such facilities may be constructed.

(b) Free Main and Service Line Extension- Revenue Basis.

The Company may extend its distribution facilities to customer(s) within the free footage allowance for mains and service lines on a revenue basis as follows:

- (1) Any customer or group of customers whom Company considers permanent, to be served on General Service and Residential or other class-rate schedules, whose annual revenue as estimated by Company, is equal to one-half of the cost of the extension, including meter and regulators. Extensions made on this basis are subject to cost limitation of \$5,000, excluding meters and regulators.
- (2) Any customer or group of customers whom Company considers permanent, to be served on General Service and Residential or other class-rate schedules, requiring an extension costing more than \$5,000, excluding meters and regulators, after determination by Company that the volume of use makes such extensions economically feasible. Proposed extensions to be made on this basis are subject to special study.

(c) Customer Contribution in Aid of Construction-Footage Basis.

On proposed extensions that exceed the free footage allowance, Company will extend its facilities up to a maximum of 4,500 feet combined distance of mains and service lines, provided customer(s) will sign a line extension agreement and advance to Company the cost of excess footage at the rates per foot shown in the following schedule for the various sizes of mains and service lines.

CONSTRUCTION CHARGES

MAINS

1¼ inch Plastic pipe	\$.80 per ft.
1½ inch Plastic pipe	\$.90 per ft.
2 inch Plastic pipe	\$1.20 per ft.
3 inch Plastic pipe	\$1.40 per ft.

SERVICE LINES

¾ inch to 1½ inch Plastic pipe \$.80 per ft.

Larger sizes will be charged at the rates shown for mains.

(d) **Customer Contribution in Aid of Construction-Revenue Basis.**

On proposed extensions that exceed the free footage allowance the Company will extend its facilities up to a maximum of 4,500 feet combined distance of mains and service lines on a revenue basis as follows:

- (1) For extensions over the free footage allowance, Company will extend its distribution facilities up to a total cost limitation of \$5,000, excluding meters and regulators, provided customer or customers will sign an extension agreement and advance a sum equal to one half of the estimated cost of the extension, excluding meters and regulators, provided the annual revenue as estimated by the Company for such extension is equal to at least one half of the cost of such extension.
- (2) For extensions costing more than **\$5,000**, excluding meters and regulators, that do not show economic feasibility as provided above, the Company may, at its option, and after special study, extend its facilities provided that customer or customers will sign an extension agreement and advance as much of the cost of such extension as is necessary to make the extension economically feasible.
- (3) **Refunds.** The following procedure will be followed in making refunds on customer contributions in aid of construction:
 1. Customer advance collected under the terms of a contribution in aid of construction are subject to refund within a five year period after signing the Line Extension Agreement.
 2. Upon request, the Company shall conduct a survey to determine if additional customers are connected to and receiving service from the particular extension not including laterals or extensions from the extension being served.
 3. If the survey discloses that additional customers are connected to the extension and receiving service, the Company will refund the difference between the amount actually advanced under the Line Extension Agreement and the amount of the advance had it been determined at the time of the survey.
 4. All refunds will be made in cash. No refunds will be made on any Line Extension Agreement after five years from the date of the agreement. In no event will refunds be made to any customer for an amount more than the unrefunded balance of customers contribution in aid of construction nor will interest be payable thereon.

(f) **General Conditions**

- (1) Plant and equipment design: In the interest of customer service, Company shall determine the size of pipe and equipment in the construction of extensions to its distribution facilities so as to enable it to maintain an adequate volume of gas at proper pressure conditions.
- (2) All easements or rights-of-way required by Company for an extension, or any part thereof, on customer's premises or other private property, shall be furnished without cost to Company.

- (3) Service Lines shall be defined as Company supply line extending from its mains to a point on or adjacent to customer's premises where Company owned meter is located, which shall be known as the point of delivery.

Under Company's policy, seventy-five (75) feet of service line will be extended uniformly at Company expense to all customers coming under the classification of Company's GENERAL SERVICE RATE.

If for any reason Company's meter should be installed at a distance from Company mains, greater than the free allowance, then customer shall pay Company for such excess footage at the uniform rate per foot as shown in Section No. 7, Article (b).

The amount paid by Customer for such excess footage is non-refundable and all pipe, fittings, meter and regulator located between Company's main and the point of delivery at the outlet of meter shall not exceed the net distance of 225 feet, all of which shall become the property of Company and will be owned, operated and maintained by Company in accordance with provisions set forth in Section No. 5, Articles (b) and (c).

All service lines, whenever practicable, shall be extended at right angle from the Company's main on a tangent to meter location.

- (4) The course that main line extensions follow shall be determined by Company and construction is to be confined to public streets, roadways or rights-of-way easements.

SECTION NO. 8

POLICY ON TRAILER PARKS

- (a) Each trailer must have an outside make up air vent.
- (b) Each trailer must have a flexible connector of a minimum length of 36" between the bottom of the trailer and ground level at the gas inlet to the trailer.